

SERIAL 00024 SC LEASE FINANCING IV

DATE OF LAST REVISION: August 10, 2005 CONTRACT END DATE: May 31, 2010

MAY 31, 2010
~~MAY 31, 2005~~
CONTRACT PERIOD THROUGH MAY 31, 2003

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **LEASE FINANCING IV**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 17, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Shelby Scharbach, Finance
Mirheta Muslic, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **LEASE FINANCING IV**

1.0 **INTENT:**

The intent of this BID is to select qualified firms to provide lease-financing, leases to the county for various equipment needs over the term of the contract. This contract will be a **multiple award**. Equipment needs for leasing will be quoted to all awarded BIDDERS and the requirement will be awarded to the contractor with the lowest payment and total cost quoted. **MARICOPA COUNTY RESERVES THE RIGHT TO ADD SUPPLIERS TO THIS CONTRACT OVER ITS TERM AS REQUIRED TO ENSURE ADEQUATE COMPETITION.**

2.0 **TECHNICAL SPECIFICATIONS:**

- 2.1 BIDDERS must accept the attached **lease document** as written (**EXHIBIT 1**). Exceptions to this document SHALL result in a **BID being rejected as non-responsive**. Bidder must affirm their willingness to accept the document as written, by signing the agreement page (**attachment B**) and checking on attachment A that they accept the lease as written.
- 2.2 BIDDERS shall be in the business of providing leasing as a direct provider. Brokers will not be considered for award. BIDDERS must provide upon request audited Financial Statements. Lessee will not authorize any assignment for a period of 60 days after the LEASE is signed and approved.
- 2.3 BIDDERS shall be evaluated as called for in the evaluation criteria.
- 2.4 BIDDER'S response must show the qualifications of the firm to provide this service.
- 2.5 BIDDERS must show that they have experience meeting the leasing needs of governmental entities.
- 2.6 BIDDERS should include in their response an overview of other ancillary services that they can provide in addition to the leasing business.
- 2.7 INDIVIDUAL LEASE AGREEMENTS WILL BE AWARDED TO THE CONTRACTOR THAT QUOTES THE LOWEST TOTAL OVERALL COST TO MARICOPA COUNTY AT THE TIME OF THE LEASE NEED. THIS WILL ACCOMPLISHED THROUGH THE USE OF A QUOTATION THAT WILL BE ISSUED TO ALL AWARDED BIDDERS.
- 2.8 BIDDERS shall list any equipment categories that the lessor would not be willing to provide leasing services for.
- 2.9 BIDDERS must have been in the direct leasing business for a minimum of 3 years.
- 2.10 The BID reflects the County's requirements, selection method, and contract terms, but the LEASE DOCUMENT is a stand-alone contract.
- 2.11 MARICOPA COUNTY RESERVES THE RIGHT TO DIRECTLY LEASE EQUIPMENT FROM THE EQUIPMENT SUPPLIER **OR SUPPLIERS SUBSIDIARY WITHOUT REGARD TO THIS RFP.**
- 2.12 MARICOPA COUNTY RESERVES THE RIGHT TO CATEGORICALLY REJECT ANY BID IN WHICH FINANCING IS TO INVOLVE AN OFFERING INCLUDING WITHOUT LIMITATION THE ISSUANCE OF CERTIFICATES OF PARTICIPATION. NO PUBLIC OFFERING OR CERTIFICATES OF PARTICIPATION (OF ANY KIND) MAY BE ISSUED RELATING TO THE LEASE WITHOUT EXPRESS WRITTEN CONSENT OF MARICOPA COUNTY.
- 2.13 **Required Submittals:**
 - 2.13.1 Attachment A, completely filled out and all questions answered

- 2.13.2 Signed Agreement Page, Attachment B.
- 2.13.3 References Attachment C.
- 2.13.4 Attachment D, completely filled out
- 2.13.5 An overview of all services firm is qualified to perform.
- 2.13.6 A list of equipment you are not willing to finance.
- 2.13.7 A statement of qualifications to show that the firm is qualified to perform this service.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a contract to cover a Five (5) year period.

3.2 OPTION TO EXTEND:

The County may, at their sole option may extend the period of this Contract up to a maximum of Five (5), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST – (602) 506-3450

Technical Telephone inquiries shall be addressed to:

Victoria Prins, Deputy Finance Director - (602)-506-1367

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor. This provision does not apply to processed and completed leases.

4.3 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.4 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.5 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.12 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.14 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.15 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.16 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.18 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

**BANC OF AMERICA, LEASING & CAPITAL INSTITUTE & PUBLIC & FINANCIAL FUNDING LLC, 555
CALIFORNIA STREET #400, SAN FRANCISCO, CA 94104
LEASING & CAPITAL LLC, 101 N FIRST AVE 11TH FL, PHOENIX AZ 85003**

PRICING SHEET ~~S076536/B0609324~~ **B0604323**

COMPANY WEB SITE: Dale.R.Trimble@BankAmerica.com www.bankofamerica.com

COMPANY CONTACT (REP): **Bridgett Arnold**

E-MAIL ADDRESS (REP): Bridgett.Arnold@bankofamerica.com

WILLING TO ACCEPT LEASE DOCUMENT AS WRITTEN (EXHIBIT II) YES

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: NO

ARE YOU WILLING TO FINANCE THE FOLLOWING EQUIPMENT

COMPUTER EQUIPMENT	YES <u>X</u>	NO _____
AUTOMOBILES	YES <u>X</u>	NO _____
MEDICAL EQUIPMENT	YES <u>X</u>	NO _____
HEAVY EQUIPMENT	YES <u>X</u>	NO _____
BUSINESS EQUIPMENT	YES <u>X</u>	NO _____
BUILDING IMPROVEMENTS	YES <u>X</u>	NO _____

Terms: Net 30

Vendor Number: **W000004235 X**

Telephone Number: **415/765-1867 7300**

Fax Number: ~~415/343-0533~~ **415/765-7373**

Contract Period: To cover the period ending May ~~31, 2003~~ ~~2005~~ **2010.**

CHASE EQUIPMENT LEASING INC., PO BOX 71, DEPARTMENT AZ1-1263, PHOENIX, AZ 85001
~~BANC ONE LEASING CORP, 201 N CENTRAL AVE 8TH FL, PHOENIX AZ 85004~~

PRICING SHEET ~~S076536/B0609324~~ **B0604323**

COMPANY WEB SITE: BolCibolc.com
 COMPANY CONTACT (REP): Jill M. Forsyth
 E-MAIL ADDRESS (REP): Jill_M_Forsyth@mail.bankone.com

WILLING TO ACCEPT LEASE DOCUMENT AS WRITTEN (EXHIBIT II) YES

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

ARE YOU WILLING TO FINANCE THE FOLLOWING EQUIPMENT

COMPUTER EQUIPMENT	YES <u>X</u>	NO _____
AUTOMOBILES	YES <u>X</u>	NO _____
MEDICAL EQUIPMENT	YES <u>X</u>	NO _____
HEAVY EQUIPMENT	YES <u>X</u>	NO _____
BUSINESS EQUIPMENT	YES <u>X</u>	NO _____
BUILDING IMPROVEMENTS	YES <u>X</u>	NO _____

Terms: Net 30

Vendor Number: **W000000913 X**

Telephone Number: 602/221-1134

Fax Number: 602/221-1628

Contact: Jill Forsyth

E-Mail: Jill_M_Forsyth@bankone.com

Contract Period: To cover the period ending ~~May 31, 2003~~ **2005 2010.**

KANSAS STATE BANK, OF MANHATTAN INC, P O BOX 69 2312 ANDERSON AVE, MANHATTAN KS 66502

PRICING SHEET ~~S076536/B0609324~~ **B0604323**

COMPANY WEB SITE: www.baystone.net

COMPANY CONTACT (REP): William W. Bauman

E-MAIL ADDRESS (REP): wbauman@baystone.net

WILLING TO ACCEPT LEASE DOCUMENT AS WRITTEN (EXHIBIT II) YES

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

ARE YOU WILLING TO FINANCE THE FOLLOWING EQUIPMENT

COMPUTER EQUIPMENT	YES <u>X</u>	NO _____
AUTOMOBILES	YES <u>X</u>	NO _____
MEDICAL EQUIPMENT	YES <u>X</u>	NO _____
HEAVY EQUIPMENT	YES <u>X</u>	NO _____
BUSINESS EQUIPMENT	YES <u>X</u>	NO _____
BUILDING IMPROVEMENTS	YES <u>X</u>	NO _____

Terms: Net 30

Vendor Number: **W000003982 X**

Telephone Number: 800-752-3562

Fax Number: 785/587-4016

Contract Period: To cover the period ending **May 31, 2003 2005 2010.**

WELLS FARGO BROKERAGE SERVICES, 1740 BROADWAY, 1ST FLOOR MAC 7300-011, DENVER, CO 80274-0001 NORWEST INVESTMENT SERVICES INC/WELLS FARGO PUBLIC FINANCE, 2ND FL MAC: C7322 026, DENVER, CO 80274

PRICING SHEET ~~S076536/B0609324~~ **B0604323**

COMPANY WEB SITE: www.wellsfargo.com

COMPANY CONTACT (REP): Kevin D. O'Connor

E-MAIL ADDRESS (REP): kevinocconnor@norwest.com

WILLING TO ACCEPT LEASE DOCUMENT AS WRITTEN (EXHIBIT II) YES

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

ARE YOU WILLING TO FINANCE THE FOLLOWING EQUIPMENT

COMPUTER EQUIPMENT	YES <u>X</u>	NO _____
AUTOMOBILES	YES <u>X</u>	NO _____
MEDICAL EQUIPMENT	YES <u>X</u>	NO _____
HEAVY EQUIPMENT	YES <u>X</u>	NO _____
BUSINESS EQUIPMENT	YES <u>X</u>	NO _____
BUILDING IMPROVEMENTS	YES <u>X</u>	NO _____

Terms: Net 30

Vendor Number: **W000004072 X**

Telephone Number: 303/863-5089

Fax Number: 303/863-4895

Contact (REP) Kevin O'Connor

E-Mail: Kevin.D.Oconnor@wellsfargo.com

Contract Period: To cover the period ending **May 31, 2003 2005 2010.**

KEY GAVERNMENT FINANCE INC, MUNICIPAL FINANCE, 1211 SW FIFTH AVE, SUITE 400, PORTLAND, OR 97204

PRICING SHEET S076536/ B0604323

WILLING TO ACCEPT LEASE DOCUMENT AS WRITTEN (EXHIBIT II) YES

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

ARE YOU WILLING TO FINANCE THE FOLLOWING EQUIPMENT

COMPUTER EQUIPMENT	YES <u>X</u>	NO _____
AUTOMOBILES	YES <u>X</u>	NO _____
MEDICAL EQUIPMENT	YES <u>X</u>	NO _____
HEAVY EQUIPMENT	YES <u>X</u>	NO _____
BUSINESS EQUIPMENT	YES <u>X</u>	NO _____
BUILDING IMPROVEMENTS	YES <u>X</u>	NO _____

Terms: Net 30

Vendor Number: W000004208 X

Telephone Number: 503/790-7624

Fax Number: ~~503/790-7574~~ 216/357-6106

Company Web Site: www.key.com

E-Mail Address (REP): kendall.hansen@key.com

Company Contact (REP): Kendall Hansen

Contract Period: To cover the period ending May 31, ~~2005~~ 2010.